

Michael A. Barcott  
HOLMES WEDDLE & BARCOTT, P.C.  
999 Third Avenue, Suite 2600  
Seattle, Washington 98104  
Telephone: (206) 292-8008  
Facsimile: (206) 340-0289  
Email: [mbarcott@hwb-law.com](mailto:mbarcott@hwb-law.com)

Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA

DARRIN ANDERSON, an Alaska resident,

Plaintiff,

v.

CITY OF SEWARD, an Alaska municipality,

Defendant.

Case No.

**COMPLAINT**

1. COMES NOW the plaintiff, Darrin Anderson, (hereinafter “Plaintiff” or “Mr. Anderson”), and sets forth his Complaint against the City of Seward Alaska, its agents and representatives (hereinafter “Defendant” or “City”), seeking relief for the Defendant’s breach of contract and negligence, by stating and alleging as follows:

**I. JURISDICTION AND VENUE**

2. The Court has jurisdiction over the breach of contract action as a maritime claim pursuant to 28 U.S.C. § 1333. This is an admiralty claim within the meaning of

COMPLAINT

*Darrin Anderson v. City of Seward*

Case No. - Page 1 of 5

1. Fed. R. Civ. P. 9(h). The Court has supplemental jurisdiction over the negligence claim  
2. pursuant to 28 U.S.C. § 1367.

3. 3. Venue in this Court is proper under 28 U.S.C.A. § 1391 since a substantial  
4. part of the events giving rise to this claim occurred in Seward, Alaska.  
5.

6. **II. FACTUAL ALLEGATIONS**

7. 4. On November 10, 2017, Mr. Anderson, owner of the F/V SERENITY  
8. (hereinafter the “Vessel”), entered into a Boat Lift Agreement (hereinafter the  
9. “Contract”) with the Defendant to lift and remove the Vessel from the water, and  
10. transport it to Rainbow Fiberglass & Boat Repair in Seward, Alaska. A copy of the  
11. Contract is attached as exhibit A.  
12.

13. 5. The attempted performance of the Contract occurred on or about  
14. November 16, 2017. On this date, the City of Seward Harbormaster brought a 50-ton lift  
15. to the Seward Boat Harbor, dropped the lift slings into the water, and instructed Mr.  
16. Anderson to position the Vessel under the lift.  
17.

18. 6. Once under the lift, Mr. Anderson was instructed by the Harbormaster to  
19. turn off his main engine and leave the Vessel. Upon receiving this request, Mr. Anderson,  
20. and his crewmember, stepped off the Vessel as the city worker positioned the slings and  
21. prepared to lift the Vessel out of the water.  
22.

23. 7. Once lifted from the water, Anderson was informed by the city worker  
24. that one of the slings was carrying more of the Vessel’s weight than the other, and  
25.

26. COMPLAINT

*Darrin Anderson v. City of Seward*

Case No. - Page 2 of 5

1. because of this, the Vessel would need to be dropped in the water again to reposition the  
2. slings.

3. 8. The Vessel was dropped back into the water to reposition the slings and  
4. evenly distribute weight between the two.

5. 9. Once repositioned, the city workers asked Mr. Anderson if everything  
6. looked ok with the Vessel for transport to Raibow Fiberglass & Boat Repair.

7. 10. Mr. Anderson told the city workers the slings carrying the Vessel were not  
8. tied together. Both city workers stated that they never tie the lift slings together when  
9. lifting a commercial fishing vessel.

10. 11. The city workers then lifted the Vessel from the water and instructed  
11. Anderson to meet them at Raibow Fiberglass & Boat Repair.

12. 12. The city workers travelled with the Vessel from the dock, over city streets,  
13. to the repair yard.

14. 13. Once the Vessel neared Raibow Fiberglass & Boat Repair, and while in  
15. the middle of Alameda Road, the lift was required to make a 90 degree turn to enter the  
16. repair yard. As the lift was making this turn, the front strap of the lift slipped, and the  
17. Vessel fell, causing approximately \$80,000 in damage to the vessel.

18. **III. FIRST CAUSE OF ACTION – BREACH OF CONTRACT**

19. 14. Plaintiff reasserts all facts and allegations as if fully set forth herein.

20. 15. The Boat Lift Agreement was a valid and enforceable contract between  
21. Mr. Anderson and the City of Seward, Alaska.

22. COMPLAINT

23. *Darrin Anderson v. City of Seward*

24. Case No. - Page 3 of 5

1. 16. Mr. Anderson performed all obligations under the Contract.

2. 17. The City breached the Contract by having its employees direct the  
3. placement and positioning of the lifting slings on the Vessel's hull and failing to tie the  
4. slings together.  
5.

6. 18. As a proximate cause of defendants' breach, Plaintiff suffered damages,  
7. including lost fishing revenue and at least \$80,000 for extensive repair of the vessel.  
8.

9. **IV. SECOND CAUSE OF ACTION – NEGLIGENCE**

10. 19. Plaintiff reasserts all facts and allegations as if fully set out herein.

11. 20. Defendants owed plaintiff a duty of reasonable care.

12. 21. Defendants negligently failed to use reasonable care by not tying the  
13. lifting slings together.  
14.

15. 22. As a result of Defendant's negligence, Plaintiff suffered damages,  
16. including lost fishing revenue and at least \$80,000 for extensive repair of the Vessel  
17.

18. **V. PRAYER FOR RELIEF**

19. WHEREFORE, Darrin Anderson prays that the Court declare and award as follows:

20. 1. That judgment be entered in favor of Mr. Anderson in the amount of all  
21. damages caused by defendants' conduct as alleged above;  
22.

23. 2. For revenues Mr. Anderson was not able to earn fishing for the period of  
24. time the Vessel was inoperable;  
25.

26. COMPLAINT

*Darrin Anderson v. City of Seward*

Case No. - Page 4 of 5

3. For any additional expenses incurred by Mr. Anderson resulting from the damaged vessel.

4. Prejudgment and post-judgment interest.

5. Attorneys' fees, costs, and damages pursuant to statute and Alaska Rule of Civil Procedure 82.

6. All other such relief that the court deems fair and equitable under the circumstances.

DATED this 11th day of December, 2018.

HOLMES WEDDLE & BARCOTT, P.C.

s/Michael A. Barcott  
Michael A. Barcott, ABA #7705005  
999 Third Avenue, Suite 2600  
Seattle, Washington 98104  
Telephone: (206) 292-8008  
Facsimile: (206) 340-0289  
Email: [mbarcott@hwb-law.com](mailto:mbarcott@hwb-law.com)  
Attorney for Plaintiff

G:\4605\30786\Pleading\DRAFTS\Complaint 11.20.18.docx